

"These clauses are purely illustrative. Different policy conditions may be agreed. The specimen clauses are available to any interested person upon request. In particular:
(a) in relation to any clause which excludes losses from the cover, insurers may agree a separate insurance policy covering such losses or may extend the clause to cover such events;
(b) in relation to clauses making cover of certain risks subject to specific conditions each insurer may alter the said conditions".

11/07/02



TERRORISM EXCLUSION CLAUSE (SPECIE)

Notwithstanding any other provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, costs or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion does not apply

- (i) where the proximate cause of the loss is theft of the subject-matter insured, or
- (ii) when the subject-matter insured is in transit as hereinafter defined.

It is further understood that loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism is excluded.

For the purposes of this clause it is understood that an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purposes of this clause transit is defined as carriage of the subject-matter insured by sea, air or land. Transit does not include any periods when the subject-matter insured is in a warehouse, vault or any place of storage or rest, whether or not in the ordinary course of transit.

In the event that any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This clause is subject to English law and practice.

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